



# COMMONWEALTH of VIRGINIA

## DEPARTMENT OF ENVIRONMENTAL QUALITY

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Robert G. Burnley  
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### STATE AIR POLLUTION CONTROL BOARD ENFORCEMENT ACTION ORDER BY CONSENT ISSUED TO

**LOHMANN SPECIALTY COATINGS, LLC**  
**DEQ Registration No. 41025**

#### **SECTION A: Purpose**

This is a Consent Order issued under the authority of Va. Code § 10.1-1307 D and § 10.1-1309, and § 1316 C between the State Air Pollution Control Board (SAPCB) and Lohmann Specialty Coatings, LLC, for the purpose of resolving certain alleged violations of the regulations as specified in SECTION C of this Order.

#### **SECTION B: Definitions**

Unless the context clearly indicates otherwise, the following words and terms have the meaning assigned to them below:

1. "Va. Code" means the Code of Virginia (1950), as amended.
2. "Board" means the State Air Pollution Control Board, a permanent collegial body of the Commonwealth of Virginia as described in Code §§ 10.1-1301 and 10.1-1184.
3. "Department" or "DEQ" means the Department of Environmental Quality, an agency of the Commonwealth of Virginia as described in Va. Code § 10.1-1183.
4. "Director" means the Director of the Department of Environmental Quality.
5. "Order" means this document, also known as a Consent Order.

6. "Lohmann" means "Lohmann Specialty Coatings, LLC".
7. "FSO" means the Fredericksburg Satellite Office of the Northern Virginia Regional Office of DEQ, located in Fredericksburg, Virginia.
8. "O&M" means operations and maintenance.
9. "Regulations" refers to the Regulations for the Control and Abatement of Air Pollution for the Commonwealth of Virginia.
10. "VAC" means Virginia Administrative Code.
11. "LOA" means Letter of Agreement.
12. "Form 7" means Air Permit Application.

**SECTION C: Findings of Fact and Conclusions of Law**

1. Lohmann commenced construction of an adhesives coatings facility in Orange, Virginia on or about April 1, 2003, without obtaining from the SAPCB a permit to construct and operate the source, as required by 9 VAC 5-80-1120 A.
2. Lohmann failed to provide DEQ with written notification of the date of commencement of construction of the facility within 30 days after such date, as required by 9 VAC 5-50-50 A.1.
3. On February 13, 2004, DEQ issued a Warning Letter to Lohmann, and sought to resolve the issues summarized above through a Letter of Agreement. The LOA, executed on March 4, 2004, by Lohmann and DEQ, required various corrective actions by Lohmann. Among the corrective actions was a requirement that Lohmann was to submit a complete permit application to DEQ by March 4, 2004.
4. On April 26, 2004, DEQ received a permit application from Lohmann. On May 10, 2004, DEQ notified Lohmann by mail that the permit application was deficient and that additional data was needed to complete it. On June 10, 2004, the DEQ spoke by telephone with a representative of Lohmann regarding Lohmann's lack of response to the May 10<sup>th</sup> letter. On June 10, 2004, DEQ also faxed a copy of the May 10<sup>th</sup> letter to Lohmann.
5. On June 29, 2004, DEQ sent a certified letter to Lohmann stating that if the permit application deficiencies were not addressed within 14 days of receipt (July 13, 2004) the application would be considered withdrawn. DEQ received no response from Lohmann to this certified letter.

6. On July 23, 2004, the DEQ notified Lohmann by letter that the permit application was considered withdrawn due to a lack of response. DEQ received no response from Lohmann to this letter.
7. On August 17, 2004, DEQ issued a Notice of Violation to Lohmann, addressing the aforementioned alleged violations.

#### **SECTION D: Agreement and Order**

Accordingly, by virtue of the authority granted it in Va. Code §10.1-1307 D, §10.1-1309, and, §10.1-1316(C), the Board orders Lohmann Specialty Coatings, LLC, to comply with the specific actions given in Appendix A of the Order. Lohmann also agrees to pay a civil charge in the amount of \$13,600. The civil charge is due within 30 days of the effective date of the Order. Payment shall be made by check payable to the "Treasurer of Virginia", delivered to:

Receipts Control  
Department of Environmental Quality  
Post Office Box 10150  
Richmond, Virginia 23240

#### **SECTION E: Administrative Provisions**

1. The Board may modify, rewrite, or amend the Order with the consent of Lohmann Specialty Coatings, LLC, for good cause shown by Lohmann Specialty Coatings, LLC, or on its own motion after notice and opportunity to be heard.
2. This Order only addresses and resolves those violations specifically identified herein, including those matters addressed in the Notice of Violation issued on August 17, 2004. This Order shall not preclude the Board or the Director from taking any action authorized by law, including but not limited to: (1) taking any action authorized by law regarding any additional, subsequent, or subsequently discovered violations; (2) seeking subsequent remediation of the facility as may be authorized by law; or (3) taking subsequent action to enforce the Order. This Order shall not preclude appropriate enforcement actions by other federal, state, or local regulatory authorities for matters not addressed herein.
3. For purposes of this Order and subsequent actions with respect to this Order, Lohmann admits the jurisdictional allegations, factual findings, and conclusions of law contained herein. Lohmann consents to venue in the Circuit Court of the City of Richmond for any civil action taken to enforce the terms of this Order.
4. Lohmann declares it has received fair and due process under the Administrative Process Act, Va. Code §§ 9-6.14:1 *et seq.*, and the State Air Pollution Control Law and it waives the right to any hearing or other administrative proceeding authorized or required by law or regulation, and to any judicial review of any

issue of fact or law contained herein. Nothing herein shall be construed as a waiver of the right to any administrative proceeding for, or to judicial review of, any action taken by the Board to enforce this Order.

5. Failure by Lohmann to comply with any of the terms of this Order shall constitute a violation of an order of the Board. Nothing herein shall waive the initiation of appropriate enforcement actions or the issuance of additional orders as appropriate by the Board or the Director as a result of such violations. Nothing herein shall affect appropriate enforcement actions by any other federal, state, or local regulatory authority.
6. If any provision of this Order is found to be unenforceable for any reason, the remainder of the Order shall remain in full force and effect.
7. Lohmann shall be responsible for failure to comply with any of the terms and conditions of this Order unless compliance is made impossible by earthquake, flood, other acts of God, war, strike, or such other occurrence. Lohmann shall show that such circumstances were beyond its control and not due to a lack of good faith or diligence on its part. Lohmann shall notify the DEQ Regional Director in writing when circumstances are anticipated to occur, are occurring, or have occurred that may delay compliance or cause noncompliance with any requirement of the Order. Such notice shall set forth:
  - a. the reasons for the delay or noncompliance;
  - b. the projected duration of any such delay or noncompliance;
  - c. the measures taken and to be taken to prevent or minimize such delay or noncompliance; and
  - d. the timetable by which such measures will be implemented and the date full compliance will be achieved.

Failure to so notify the Regional Director within 24 hours of learning of any condition above, which the parties intend to assert will result in the impossibility of compliance, shall constitute a waiver of any claim to inability to comply with a requirement of this Order.

9. This Order is binding on the parties hereto, their successors in interest, designees and assigns, jointly and severally.
10. This Order shall become effective upon execution by both the Director or his designee and Lohmann. Notwithstanding the foregoing, Lohmann agrees to be bound by any compliance date which precedes the effective date of this Order.

11. This Order shall continue in effect until the Director or Board terminates the Order in his or its sole discretion upon 30 days written notice to Lohmann. Termination of this Order, or any obligation imposed in this Order, shall not operate to relieve Lohmann from its obligation to comply with any statute, regulation, permit condition, other order, certificate, certification, standard, or requirement otherwise applicable.
12. By its signature below, Lohmann Specialty Coatings, LLC voluntarily agrees to the issuance of this Order.

And it is so ORDERED this day of February 22, 2005.

  
Robert G. Bunley, Director  
Department of Environmental Quality

Lohmann Specialty Coatings, LLC voluntarily agrees to the issuance of this Order.

By: Glenn C Seering

Date: 16-Feb-05

Commonwealth of Virginia

City/County of Orange

The foregoing document was signed and acknowledged before me this 16<sup>th</sup> day of February, 2005, by Glenn C Seering, who is  
(name)

Dir. of Operations of Lohmann Specialty Coatings, LLC, on behalf of the Corporation.  
(title)

Maria Gordon Fra Maria Caton  
Notary Public

My commission expires: 3/31/07

## APPENDIX A

1. Lohmann Specialty Coatings, LLC (Lohmann) agrees to follow the Scope of Work as detailed in this Appendix. In addition, Lohmann agrees to complete any outstanding work items described in the Scope of Work within 30 days from the date of execution of the Consent Order to which this Scope of Work is attached.
2. On October 8, 2004, Lohmann provided DEQ a Form 7 Permit Application to address current and expected major source-level volatile organic compound (VOC) emissions. With letter dated October 20, 2004, DEQ deemed such application complete for the purposes of continuing with the permit application review process. If a later analysis of the permit application indicates that additional information is required to support the Form 7 Permit Application, Lohmann agrees to provide such information in a timely manner.
3. Lohmann will not operate any emissions unit subject to the provisions of 9 VAC 5 Chapter 80, Article 6 ("Permits For Stationary Sources") without first obtaining from the DEQ a permit to construct and operate the source.
4. Lohmann will not commence construction or modification of any emissions unit at the facility, for which the construction or modification is subject to the provisions of 9 VAC 5 Chapter 80, Article 6 ("Permits For Stationary Sources") without first obtaining from the DEQ a permit to construct and operate the source or a permit to modify and operate the source.